

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Browning-Ferris Industries, Inc.		02/15/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1310405	GARBADILLO	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	02/16/2005		
Total Attachments: 9			

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CONTINUATION OF ITEM 4

Schedule I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u> <u>(App. No.)</u>	<u>Registration</u> <u>Number</u>
Browning-Ferris Industries, Inc.	Garbadillo	73432674	1310405

TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2005 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), among ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("AWNA"), each Subsidiary of Awna listed on Schedule I hereto (each such Subsidiary individually, a "Subsidiary Grantor" and collectively, the "Subsidiary Grantors") and JPMORGAN CHASE BANK, N.A., as Collateral Trustee (the "Collateral Trustee").

Reference is made to the Shared Collateral Security Agreement dated as of July 30, 1999 and amended and restated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Shared Collateral Security Agreement"), among Awna, each Subsidiary of Awna listed on Schedule I thereto, and the Collateral Trustee. The Lenders have agreed to make Loans to Awna, and the Issuing Banks have agreed to issue Letters of Credit for the account of Awna, pursuant to, and upon the terms and conditions specified in, the Credit Agreement dated as of July 30, 1999, as amended and restated as of August 20, 2003, as further amended and restated as of November 20, 2003, as further amended and restated as of March 30, 2004 and as further amended as of June 16, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Shared Collateral Security Agreement. The rules of construction specified in Section 1.01 of the Shared Collateral Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Subsidiary Grantor, pursuant to the Shared Collateral Security Agreement, did heretofore assign and pledge, and does hereby further assign and pledge, to the Collateral Trustee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Subsidiary Grantor or in which such Subsidiary Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those listed on Schedule II hereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

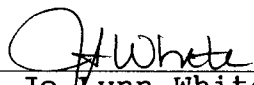
SECTION 3. Shared Collateral Security Agreement. The security interests granted to the Collateral Trustee herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Trustee pursuant to the Shared Collateral Security Agreement. Each Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the Trademark Collateral are more fully set forth in the Shared Collateral Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Shared Collateral Security Agreement, the terms of the Shared Collateral Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIED WASTE NORTH AMERICA,  
INC.,

by

  
\_\_\_\_\_  
Name: Jo Lynn White  
Title: Assistant Secretary

EACH OF THE SUBSIDIARY  
GRANTORS LISTED ON SCHEDULE I  
HERETO,

by

\_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A., as  
Collateral Trustee,

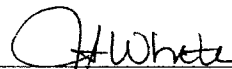
by

\_\_\_\_\_  
Name:  
Title:

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ALLIED WASTE NORTH AMERICA,  
INC.,

by



Name: Jo Lynn White

Title: Assistant Secretary

EACH OF THE SUBSIDIARY  
GRANTORS LISTED ON SCHEDULE I  
HERETO,

by



Name:

Steven M. Helm

Title:

Vice President

JPMORGAN CHASE BANK, N.A., as  
Collateral Trustee,

by

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIED WASTE NORTH AMERICA,  
INC.,

by

\_\_\_\_\_  
Name:

Title:

EACH OF THE SUBSIDIARY  
GRANTORS LISTED ON SCHEDULE I  
HERETO,

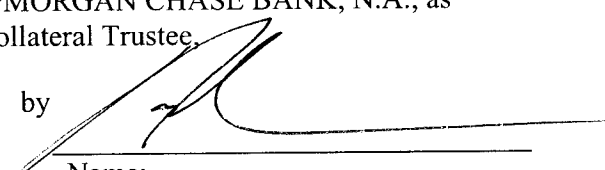
by

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK, N.A., as  
Collateral Trustee,

by

  
\_\_\_\_\_  
Name:

Title: **ROBERT T. SACKS**  
**MANAGING DIRECTOR**



Schedule I

Subsidiary Grantors

Browning-Ferris Industries, LLC, as successor to Browning-Ferris Industries, Inc.

Schedule II

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u> <u>(App. No.)</u>	<u>Registration</u> <u>Number</u>
Browning-Ferris Industries, Inc.	Garbadillo	73432674	1310405

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